

Harbaugh, his wife, an undivided one-half interest to Donald H. Hiltner and Winifred L. Hiltner, his wife, by deed dated November 5, 1962, and recorded in Liber 675, Folio 589, one of the Land Records of Frederick County, Maryland, the said Charles W. Roelke having previously departed this life, leaving title to an undivided one-half interest vested solely in his wife, Hilda H. Roelke; and the said undivided one-half interest having previously been conveyed from Hilda H. Roelke, widow, unto Donald H. Hiltner and Winifred L. Hiltner, his wife, as Parcel #3 and Parcel #4 in a deed dated the 17th day of July, 1963, recorded in Liber 712, Folio 722, one of the aforesaid Land Records, all of the interest in said real estate now being vested in Donald H. Hiltner and Winifred L. Hiltner, his wife, by the foregoing conveyances.

And also being all and the same real estate described in a deed of even date herewith from Donald H. Hiltner and Winifred L. Hiltner, his wife, unto the within mortgagor, said deed intended to be recorded immediately prior hereto among the Land Records of Frederick County, Maryland.

TOGETHER with all the buildings and improvements thereon and all the rights, ways, roads, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described piece~~s~~ or parce~~l~~ of land and premises unto and to the proper use and benefit of said mortgagee~~s~~ their heirs, successors and assigns, forever, in fee simple.

PROVIDED, if the said mortgagor, its ~~heirs~~, successors or assigns, shall pay to the said mortgagee, or order, the promissory note aforesaid at maturity and the interest thereon, or shall pay any renewal thereof when such renewal note shall mature and be payable and the interest thereon, and keep all the covenants herein on the part of the said mortgagor agreed to be performed, then this mortgage shall be void.

AND PROVIDED, until default be made in the payment of the promissory note aforesaid at maturity, and the interest thereon, or of any renewal thereof when such renewal shall mature and be payable, and the interest thereon; or until default be made in any covenant herein contained, the said mortgagor shall possess the mortgaged premises as of its present estate therein.

AND THE said mortgagor for itself, its personal representatives, heirs, successors and assigns, do expressly covenant and agree with the said mortgagee~~s~~;

THAT it will pay the indebtedness as hereinbefore provided;

THAT it will pay all taxes, assessments, water rent, public dues and charges of every kind, levied, assessed or incurred, or to be levied, assessed or incurred when legally due together with insurance premiums herein required to be paid on the property hereby mortgaged;

THAT it will keep during the continuance of this mortgage the buildings erected on the said mortgaged premises insured against loss with fire insurance and extended coverage, for a sum of not less than \$ 100,000.00, in some safe and reliable insurance company, paying the premiums and assessments thereon as they fall due and become payable, and that it will maintain and deliver to the mortgagee the said policy of insurance and any other insurance which the mortgagor may carry upon the premises, and cause the same to be made payable to the said mortgagee~~s~~ for their benefit in case of loss or damage by fire or other casualty covered by said insurance; and the said mortgagor further in like manner covenant and agree that should it fail in any of these particulars, and the said mortgagee~~s~~ pay the premiums and assessments necessary to keep said policy or policies of insurance in force, the same so paid, with interest thereon, shall be a lien on the said mortgaged property as though included in the first instance in this mortgage itself.

AND the said mortgagor further covenant to commit or suffer no waste, impairment or deterioration of said mortgaged property or any part thereof, and further covenant to keep the premises hereby mortgaged in good tenantable repair, in the judgment of the said mortgagee~~s~~, their personal representatives, heirs, successors or assigns, and any failure in either of these respects shall constitute a default herein.

THAT if default shall be made in the payment of the promissory note aforesaid at maturity, and the interest thereon, or any installment of principal or interest, or in the payment of any renewal in whole or in part or the interest thereon, when the same shall mature and become payable, or in the performance of any covenant herein contained, then it shall be lawful for the mortgagee~~s~~, or their personal representatives, successors, or assigns, or Richard R. Burgee, to sell the said property and premises hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to said sale, at the Court House door in